

**FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
OWENS AVENUE SYSTEM
(VEGAS DRIVE STORM DRAIN)
MICHAEL WAY TO RANCHO DRIVE**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 8th day of February, 2007 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2002 Master Plan Update as LVOW 0241 hereinafter referred to as PROJECT; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, an Interlocal Contract dated August 11, 2005 for the engineering design for Owens Avenue System (Vegas Drive Storm Drain) Michael Way to Rancho Drive was entered into between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to increase funding and extend the date of completion; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECT COSTS shall be revised to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. Engineering Design at a cost not to exceed \$1,416,000.

2. The total cost of the contract shall not exceed \$1,416,000 which includes all of the items described in the paragraph above.
3. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
4. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL paragraphs 9 and 14 will be revised to read as follows:

9. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. Pre-design Engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)
 - f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
 - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.
14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to July 1, 2009. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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The remainder of the interlocal contract dated August 11, 2005 shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

February 8, 2007
ATTEST:

BY: Lawrence L. Brown III
LAWRENCE L. BROWN, III, Chairman

Jean Beebe for
CAROLYN FRAZIER, Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

3/7/07
ATTEST:

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

Barbara J. Ronemus
~~BARBARA J. RONEMUS, City Clerk~~
By: Beverly K. Bridges, CMC
Acting City Clerk

APPROVED AS TO FORM
Thomas R. Green 2/27/07
Thomas R. Green Date
Deputy City Attorney

